

**REQUEST FOR PROPOSAL
EMPLOYEE ASSISTANCE PROGRAM (EAP)
CITY OF SOMERVILLE
SOMERVILLE, MASSACHUSETTS 02143**

RFP No. 15-78

Sealed proposals will be received at the Office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, until 11:00 a.m. **Thursday, March 19, 2015** for the furnishing of the following to the City of Somerville:

The City of Somerville is soliciting proposals from qualified vendors, detailed proposals for full-range EAP services to the City of Somerville's approximately 775 employees. These services will include counseling in areas of alcoholism/substance abuse; family difficulties; stress and stress related problems; gambling; monetary/financial problems; family violence; and other personal difficulties that interfere with work.

Copies of the Request For Proposal may be obtained from the Office of the Purchasing Director on and after **Monday, February 23, 2015**, between the hours of 8:30 a.m. and 4:30 p.m. Monday – Wednesday, 8:30 a.m. to 7:30 p.m. on Thursdays and 8:30 a.m. to 12:30 p.m. on Fridays.

The successful Proposer must be an Equal Opportunity Employer.

Questions concerning the RFP must be submitted in writing by 4:30 p.m. **Thursday, March 5, 2015** to the Purchasing Department, City of Somerville: at the address above, by fax number (617) 625-1344, or through **e-mail to odeluca@somervillema.gov**. Answers will be sent to all vendors, via email, who received an RFP through the Purchasing Department.

The City of Somerville reserves the right to reject any or all proposals, waive minor informalities, and accept the proposal deemed to be in the best interest of the City.

One sealed envelope, containing one original and four copies of the non-price technical proposal marked "**Proposal—Employee Assistance Program (EAP) (Non-Price)**," and One sealed envelope containing two copies of the price proposal marked "**Price Proposal—Employee Assistance Program (EAP)**" must be received by the Purchasing Director, City of Somerville, City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than **11 a.m. on March 19, 2015**

(Note: If price proposal is included in the non-price envelope, the proposal will be automatically disqualified.)

SECTION I. NOTICE OF REQUEST FOR PROPOSAL (RFP #15-78)

The City of Somerville (the City) is soliciting proposals for an Employee Assistance Program (EAP), from qualified service providers with demonstrable experience in the municipal area. The successful Proposer will be awarded a three year contract, from 5/1/2015 through 4/30/2018.

Prospective Proposers must be able to provide services that will include counseling in areas of alcoholism/substance abuse; family difficulties; stress and stress related problems; gambling; monetary/financial problems; family violence; and other personal difficulties that interfere with work.

The program will include assessment and referral services, additional counseling sessions up to 6 sessions per employee, per episode. These services will be required for the next three years. A contract will be executed with the successful bidder for one year with two one-year options to renew. Experience in providing similar programs to other Municipalities will be considered a major advantage. The successful proposer must be able to provide full range of services described in this document, must meet all minimum criteria, and must submit a completed proposal. All Proposers submitting a proposal must be familiar with and able to comply with all Massachusetts General Laws (MGL).

KEY DATES FOR THIS REQUEST FOR PROPOSALS

RFP Issued	Monday, February 23, 2015
Deadline for submitting questions on RFP	Thursday, March 5, 2015 – 4:30 PM
Proposals due, proposals screened, evaluation begins	Thursday, March 19, 2015 – 11:00 AM
Anticipated Contract Award	April 1, 2015
Services commence	May 1, 2015
Services Completed	April 30, 2018

SECTION II. INSTRUCTIONS TO PROPOSERS

1. One sealed envelope, containing one original and four copies of the non-price technical proposal marked "**Proposal—Employee Assistance Program (EAP) (Non-Price)**," and One sealed envelope containing two copies of the price proposal marked "**Price Proposal—Employee Assistance Program (EAP)**" must be received by the Purchasing Director, City of Somerville, City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than **11 a.m. on March 19, 2015**. Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, please make no reference to pricing in the non-price technical proposal. Failure to adhere to this requirement will result in disqualification. It is the sole responsibility of the Proposer to insure that the proposal arrives on time at the designated place.

The City plans to award one contract to the responsive and responsible proposer offering the best proposal.

2. The signature of the authorized official(s) must be provided on all the proposal forms.
3. All information in the Proposer's proposal should be organized and presented as directed in Section IV, Proposal Specification and Preparation. Accuracy and completeness are essential. The successful proposal will be incorporated into a contract; therefore, Proposers should not make claims that they are not prepared to commit themselves to contractually.
4. The Price Summary Form must be completed. No substitute form will be accepted. Pricing must remain firm for the entire contract period.
5. Failure to answer any question, to complete any form or to provide the documentation required will be deemed non-responsive and result in automatic rejection of the bid unless the City determines that such failure constitutes a minor informality, as defined in Chapter 30B.
6. All interpretations of the RFP and supplemental instructions will be in the form of written addenda to the RFP specifications. Requests for clarification or any questions about information contained in the RFP should be addressed in writing to the Purchasing Department, 93 Highland Avenue, Somerville, MA 02143; by fax number (617) 625-1344 or **through e-mail to odeluca@somervillema.gov**. No requests or questions will be accepted after **4:30 P.M. Thursday, March 5, 2015**. Questions and answers will be compiled and sent to all proposers who requested a copy of the RFP, via addendum, before the proposal deadline.

SECTION III. EVALUATION OF THE PROPOSALS

All proposals will be reviewed by the Selection Committee, and final selection will be based upon an evaluation and analysis of the information and materials required under the RFP. The Selection Committee will be composed of employees of the City. The City reserves the right to involve an outside consultant in the selection process. Proposals that meet the minimum criteria will be reviewed for responses to the comparative evaluation criteria. The Selection Committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous or Not

Acceptable to the comparative evaluation criteria.

The City will not award a contract or contracts except to responsive and responsible eligible proposer(s). Before awarding the contract(s), the City may request additional information from the proposer to insure that the proposer has the resources necessary to perform the required services. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met.

SECTION IV. PROPOSAL SPECIFICATION AND PREPARATION

All information in the proposal should be organized and presented as directed below. The proposal should provide a straightforward and concise description of the Proposer's commitment and ability to perform the Citizen Survey Services described in this document. To expedite the evaluation of proposals, it is essential that the Proposer strictly adhere to the instructions in this part. A proposal may be deemed to be non-responsive, at the Evaluation Committee's discretion, if a Proposer fails to comply with the following instructions.

4.1 Part One Introduction

The introductory portion of the proposal must include a Letter of Transmittal signed by an individual authorized to bind the Proposer contractually. The letter must include: the name of the individual(s) who is authorized to negotiate and sign a contract on the Proposer's behalf; the name, title, address and telephone number of the individual(s) who can supply additional information; and a brief description of the overall services proposed.

4.2 Part Two Quality Requirements Form

The Quality Requirements must be addressed by each proposer.

4.3 Part Three Responses to Comparative Evaluation Criteria

This portion of the proposal is intended to present a description of the Proposer's qualifications. The Proposer should respond briefly to each item listed in Section VII Comparative Evaluation Criteria, and included all requested documentation. When preparing this portion of the proposal, the Proposer should clearly identify and respond to each comparative evaluation criteria.

4.4 Part Four Standard Reports

Please include samples of the proposer's standard reports. At minimum, the following should be provided: samples of input-output forms, reports, journals and data entry instructions. Submittal must include sample forms that the company may provide to the City of Somerville.

4.5 Part Five Price Summary Forms

The Price Summary Form must be completed. No substitute form will be accepted. Pricing must remain the same throughout the contract. The Price Summary Forms **must be submitted under separate cover in a separate sealed envelope to the Purchasing Department.** The Proposer should make no reference to pricing in its non-price proposal. Failure to adhere to this will result in disqualification of proposal.

SECTION V. QUALITY REQUIREMENTS

	Yes	No
Five (5) years or more of experience in providing similar Employee Assistance Programs (EAP) Services to Massachusetts' municipalities.		
The vendor has the ability to provide a local office (either in Somerville or within a 5-mile radius of Somerville) from which services may be provided or can accommodate on site meetings?		
The vendor is able to develop and provide policies and procedures (as described within the Scope of Services) by which the range of services will be delivered to employees.		
The vendor has detailed the scope of benefit coverage, offerings, sources of services and providers, family coverage and exposures; and has provided samples of the materials that will be provided to employees.		
The vendor has the ability to provide a twenty-four hour, seven day a week telephone access and/or live response to that access line.		
The vendor has affirmed that emergency calls shall be responded to within two (2) hours of submission; and calls other than emergency calls will be responded to the next day.		
Evidence of financial stability. The proposer has provided the name, address and telephone number of at least two financial references.		
The vendor organization is a member of the Employee Assistance Professional Association (EAPA) regionally or nationally?		
Furnish names, addresses, and phone numbers for three appropriate Massachusetts client municipalities, to which the proposer has completed Employee Assistance Programs, according to specifications.		
Vendor: Are you able to provide the requested Employee Assistance Program (EAP) Services by June 1? Please include your timetable for providing Employee Assistance Program (EAP) services to the City of Somerville.		
Optional: Vendor: Are you a State Office for Minority and Women Owned Business Assistance (SOMWBA) certified minority or woman owned business?		

SECTION VI. SCOPE OF SERVICES/SPECIFICATIONS

PROPOSAL FOR EMPLOYEE ASSISTANCE PROGRAM (EAP)

SCOPE OF SERVICES

The purpose of this Request for Proposal (RFP) is to obtain from qualified providers, detailed proposals for full-range EAP services to the City of Somerville's approximately 775 employees. These services will include counseling in areas of alcoholism/substance abuse; family difficulties; stress and stress related problems; gambling; monetary/financial problems; family violence; and other personal difficulties that interfere with work.

The program will include assessment and referral services, additional counseling sessions up to 6 sessions per employee, per episode. These services will be required for the next three years. A contract will be executed with the successful bidder for three years, from 5/1/2015 through 4/30/2018.

Provider Offices/Locations

The vendor shall provide a local office (either in Somerville or within a 5-mile radius of Somerville) from which services may be provided on a part-time or full-time basis. In lieu of a local office, on site meetings should be offered and accommodated.

Insurance Requirements

The successful bidder must provide malpractice/liability insurance of \$1,000,000.00 per incident, \$3,000,000.00 aggregate coverage and provide certificates of coverage in force.

All applicable insurance policies shall read: "City of Somerville" as a certificate holder in the space provided on the certificate. Certificate should be made out to:

City of Somerville
Purchasing Department
93 Highland Avenue
Somerville, MA 02143

The Vendor recognizes its employees actions as employers' responsibility when performed within the scope of duties. Annually the vendor must provide the City with a current certificate of insurance in force.

Staffing Profile

The Vendor shall provide a staffing profile. The vendor shall provide staff consisting of employees who are scheduled and work at least 20 hours per week or more.

Policies and Procedures

The vendor shall develop, cooperatively with and/or shall provide to the Municipality policies and procedures which delineate the operation, range of services, methods, etc. by which this

range of services will be delivered to employees. Policies/Procedures developed cooperatively shall become the property of the Municipality. Wherever appropriate for the service to be provided or rendered, the policies and procedures shall delineate responsibility levels, timetables within which they should be accomplished and, if possible, achievements sought.

Consultation

Informational and publicity – the vendor shall demonstrate the capability and demonstrated achievement to design and develop informational material, written and/or audio, to support the training/orientation phases of the EAP.

The vendor shall detail the scope of benefit coverage, offerings, sources of services and providers, family coverage and exposures. Samples of materials should accompany the proposal.

Orientation/Training

The vendor shall provide training programs and procedures to all levels to all levels of management, as well as to supervisory and administrative employees to assure the conveyance of the EAP objectives, scope of service, availability, and procedures to become involved with the EAP.

Training/Orientation shall include the municipal's objectives, philosophy and personnel practices relating to the EAP. The Vendor shall develop and publish, cooperatively with the municipality, an update and refresher training/retraining program to accommodate turnover experiences of all employee levels. The program shall have developed goals and cycle/recycle timetables to assure up-to-date program management.

The vendor shall provide quarterly reports to record and convey EAP performance statistics.

Resource Networks

The vendor shall identify, evaluate and publish the treatment resource networks, schedule of planned cyclical updates publications of those networks and convey them to the municipality at the onset of the program. Such updates and attendant publications which result in the vendor's attentive management of these networks shall be conveyed to the municipality promptly but not less than semi-annually.

The municipality shall return referenced updates and attendant publications if and when the contract between the parties terminates for any reason.

Emergency Response

The vendor shall provide a twenty-four (24) hour, seven (7) day a week telephone access and/or live response to that access line; emergency calls shall be responded to within two (2) hours of submission; calls other than emergency calls will be responded to the next day.

General Services

The vendor shall provide a minimum of two evaluation counseling sessions prior to referral to fee based providers (unless clinically contraindicated because of emerging needs for specialized service; for example, life threatening situations for family members of employees, etc.)

Substance Abuse Professional Treatment

The vendor shall provide a maximum of 3 SAP Treatment cases per year. Additional SAP treatment cases may be at an additional cost.

Mandated Counseling Cases

The vendor shall provide 3 mandated counseling cases per year. Additional mandated counseling cases may be at an additional cost.

Reports and Evaluation Systems

The vendor shall provide a quarterly reporting system which will summarize period activities, orientation schedules accomplished and results, employee utilization statistics, training schedules, quarter to quarter program comparisons and evaluative measurements, trend data (vis-a-vis utilization, correlation, wellness, back-log), and recommendations for program improvements/modifications.

Life Style, Wellness, Work/Life Balance Programs

The vendor shall develop and conduct life style, wellness, and work/life balance workshops and services integral to the EAP.

Trauma, C/I/S/D Intervention Response

The vendor shall demonstrate an identified trauma, C/I/S/D (Critical Incident Stress Debriefing) response team. The response team should have an activation plan that includes scope of services and guidelines on when to activate the team. The response team shall provide training to supervisors, managers, and department heads. The vendor should have a handbook prepared for distribution to department heads that includes the scope of services for team activation, occurrence, and reasons to activate the team.

Domestic/Family Violence

The vendor must demonstrate experience and expertise in addressing domestic, family and interpersonal violence.

The vendor must demonstrate policies and protocols, including staff training, referral process/mechanisms and collaborating agencies, for incidents of domestic and interpersonal violence.

The vendor must demonstrate to design and conduct at least one annual workshop on violent and abusive behavior in relationships.

Case Management – Sensitivity/Cost Effectiveness

The vendor shall have in effect or develop a program to assure effective case management procedures. The vendor shall demonstrate sensitivity towards cost effective utilization procedures when referrals to resources outside the realm of the EAP are necessary.

General Covenants and Conditions

The following general covenants and conditions should be included in the proposal:

- Billing shall be presented on or before the first day of each quarterly period during the term of the agreement.
- The Municipality and provider shall keep confidential all EAP records and no disclosure without employee's or family members prior written consent is permitted. The parties shall agree to comply with all state and federal laws and regulations governing the release of the EAP records.
- Upon termination of the contract, provider will turn over its EAP records to the Municipality, or its designated EAP successor. However, such records shall be released only upon receipt by the then current EAP provider of a signed authorization, which shall meet the requirements of all applicable state and federal laws relating to the disclosure of said records.
- The vendor shall conduct its activities and operations in accordance with all rules and regulations of the Municipality and applicable state and other governmental authorities.
- The agreement will embody the whole agreement of the parties. There shall be no promises, terms, conditions or obligations other than those contained therein; and that agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.
- There shall be no modification of the agreement, except in writing and executed with the same formalities of the original agreement.
- Notices – the parties shall provide locations whereby all notices required to be served by provisions of an agreement may be served by sending a letter duly addressed by certified or registered mail.
- Indemnification – The vendor shall indemnify and hold harmless the Municipality, its elected or duly appointed officers, directors, employees, against liability, losses, damages or expenses (including legal expenses) resulting from any claim based upon negligent or intentional acts or omissions of the provider, its employees or its agents in providing its services to employees of the Municipality or their dependents pursuant to the agreement.

Price Proposals

The City anticipates an eligible employee population of approximately 775 employees.

The fee shall be prospective and shall be adjusted semi-annually to reflect actual numbers of employees, the fee shall be paid on a quarterly basis. The per employee fee shall include all costs associated with the administration of the EAP as detailed in this RFP.

The City shall provide the selected EAP provider with computer listings semi-annually to identify eligible employees.

Eligible Participants – Somerville EAP

City employees and their family members eligible to participate in the EAP are:

Benefited employees – permanent employees budgeted for 20 hours or more per week and their eligible family members. Seasonal employees, temporary employees, and contract employees are not eligible for participation.

DOCUMENT SUBMISSION

Professional Qualifications – Employees and Staff

The vendor should describe its management capabilities in its field relevant to this RFP. This section should include the names and professional qualifications of the vendor's employees and staff who will have primary responsibility for administering the City's EAP. This should include the clinical capabilities of the staff and immediate primary referral staff. Please provide a statement as to the availability of staff performing all services.

References

Please provide a list of three references, which are municipalities in Massachusetts, which may be contacted during the RFP process. Two of the references must be current customers for whom the vendor is providing services similar to those outlined in the RFP. One reference may be a client that is no longer an active customer of the vendor. Include the name, contact person, his/her title, address and telephone number. The City reserves the right to use itself as a reference to determine the vendor's responsiveness and responsibility, and reserves the right to call current or former clients not listed as a reference.

Relevant Experience

Please describe the vendor's direct experience providing services described in the Scope of Services Specification, to other Municipal customers. Please be specific about the process for handling emergency calls received after normal office hours and on weekends.

HIPPA Documentation

Vendor shall ensure explanations and assurances confidentiality is maintained as outlined. In accordance with HIPPA regulations, the vendor should provide a sample HIPPA Business Associate Agreement.

PRICE PROPOSAL
EMPLOYEE ASSISTANCE PROGRAM (EAP)
ANNUAL COST PER EMPLOYEE
TO BE SUBMITTED IN A SEPARATELY SEALED ENVELOPE MARKED "PRICE PROPOSAL"

YEAR ONE TOTAL :City\$
5/1/2015 – 4/30/2016

YEAR TWO TOTAL :City\$
5/1/2016 – 4/30/2017

YEAR THREE TOTAL :City\$
5/1/2017 – 4/30/2018

The per employee cost shall include all costs associated with the administration of the EAP as detailed herein. No additional costs or charges shall be permitted. Prices shall remain firm for the entire contract period.

I certify that the certifications required by this solicitation are attached hereto, completed, and signed by an authorized official of the company. I further certify that all services on which my firm offered a proposal are available for delivery within the time limits established in this Request For Proposals. I further certify that if this firm is the successful proposer, we will produce evidence of liability, property and Worker's Compensation insurance for the limits specified in this solicitation.

....Continued on the next page....

NAME OF COMPANY: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE/FAX: _____

EMAIL: _____

ADDENDA #1 _____ #2 _____ #3 _____ #4 _____ ACKNOWLEDGED
Failure to acknowledge receipt of addenda may result in your bid being rejected.

AUTHORIZED SIGNATURE: _____

DATE: _____

SECTION VII. - COMPARATIVE EVALUATION CRITERIA

Proposals will be evaluated by the Evaluation Committee appointed by the Purchasing Director using comparative criteria set forth as follows:

Proposer's experience with Employee Assistance Programs (EAP) Services to Massachusetts Municipalities:

- Highly Advantageous:** Proposer's who possess more than Five (5) or more years of experience conducting Employee Assistance Programs in Massachusetts.
- Advantageous:** Proposer's who possess Five (5) years of experience conducting Employee Assistance Programs Massachusetts.
- Not Advantageous:** Proposer's who possess less than Five (5) years of experience conducting Employee Assistance Programs in Massachusetts.

Proposer Qualifications to provide a local office, which will directly dispense the services, within a 5-mile radius of Somerville, MA:

- Highly Advantageous:** Proposer has ability to provide a local office within the City limits of Somerville.
- Advantageous:** Proposer has ability to provide a local office within a 5-mile radius of the City of Somerville.
- Not Advantageous:** Proposer has ability to provide a local office beyond the 5-mile radius of Somerville.

Proposer's ability to provide a minimum of two evaluation counseling sessions prior to referral to fee based providers.

- Highly Advantageous:** Proposer has a clearly defined and published policy and procedure to assure that at least four (4) counseling sessions will be conducted prior to any referral to fee based providers
- Advantageous:** Proposer has a clearly defined and published policy and procedure to assure that at least three (3) counseling sessions will be conducted prior to any referral to fee based providers
- Not Advantageous:** Proposer has a clearly defined and published policy and procedure to assure that at least two (2) counseling sessions will be conducted prior to any referral to fee based providers

The Proposer shall have an identified C/I/S/D (Critical Incident Stress Debriefing) response team. The response team should have an activation plan that includes the scope of service and guidelines on when to activate the team. The response team shall provide training to supervisors, managers, and department heads. Include scope of services for application, occurrences, or reasons that will activate the team. The proposer should provide a handbook prepared for distribution to department heads for the City of Somerville.

Highly Advantageous: The proposer shall demonstrate that the C/I/S/D response team and the prepared handbook are in place and the team has been activated at least once within the past two years.

Advantageous: The proposer shall demonstrate that the C/I/S/D response team and the prepared handbook are in place and the team has been activated at least once within the past five years.

Not Advantageous: The proposer shall have an identified C/I/S/D response team. The prepared handbook should be user friendly and readily identifiable (easy to find in a busy office).

The Proposer shall have in effect or in the final stages of development a program to assure effective case management procedures. The proposer shall demonstrate sensitivity towards cost effective utilization procedures for medical insurance services that avoid duplications and waste of efforts and/or costs.

Highly Advantageous: The proposer shall have a published program and procedure that emphasizes the priority towards outpatient efforts first and inpatient efforts as an alternative. The procedure shall include a stated philosophy for preference towards the program/procedure as its primary objective. The proposer shall have documentation to affirm this referral objective and statistics to demonstrate its application..

Advantageous: The proposer shall have a published program and procedure to work cooperatively with the City's health insurance carriers when making referrals for substance abuse related problems. The procedure will emphasize the priority towards outpatient efforts first and inpatient efforts as an alternative.

Not Advantageous: The proposer shall have in the final stages of program and procedure to work cooperatively with the City's health insurance carriers when making referrals for substance abuse related problems. The procedure will emphasize the priority towards outpatient efforts first and inpatient efforts as an alternative.

The Proposer shall provide each year at least two (2) supervisor orientations to the Employee Assistance Program and four (4) employee training sessions on lifestyle, wellness, or work life issues at no additional cost.

Highly Advantageous: The proposer shall provide unlimited supervisor orientations to EAP and unlimited employee trainings sessions as listed above each year.

Advantageous: The proposer shall provide at least four (4) supervisor orientations to the EAP and eight (8) employee trainings sessions as listed above each year.

Not Advantageous: The proposer shall provide at least two (2) supervisor orientations to the EAP and four (4) employee trainings sessions as listed above each year.

Unacceptable: Proposer doesn't meet all the specifications required in scope of services.

Method for Determination of Best Price

The Best price shall be the lowest price from bidder who meets the minimum criteria of the specifications and provides the highest level of performance in items 1 through 6 under Comparative Criteria.

SECTION VIII. - OTHER INFORMATION

The City will find other information about the proposer useful. The information supplied here does not lend itself to quantitative comparison analysis; however, it can be invaluable in understanding the proposer's business philosophy.

Additional Information that Proposer wishes to provide:

The Proposer may provide additional information regarding services offered that go beyond the specific information requirements in this RFP. Any additional information submitted should be specific as to the additional services that your company is prepared to offer the city.

Other Requirements

Somerville Living Wage Ordinance – Proposer must agree to conform with Somerville's Living Wage Ordinance and certify their compliance with this ordinance by completing attached Living

Wage Ordinance Form.

Certificate of Good Standing – The selected Proposer must provide the City with a current “Certificate in Good Standing” from the Commonwealth of Massachusetts. Additional information related to this requirement is included in this RFP.

Certificate of Signature Authority – indicating corporation officer authorized to sign a contract.

Insurance Certificate as outlined on attached form, included in this RFP.

Signature Form – must be completed by the proposer

The City of Somerville may opt to utilize the services of an attorney not affiliated with the service provider.

Rule for Award

1. The contract shall be awarded to the responsible and responsive proposer submitting the most advantageous proposal, taking into consideration all evaluation criteria as well as price.
2. The contract will be awarded by April 13, 2015 for the services to commence on May 1, 2015, with a contract term for three years from 5/1/2015 through 4/30/2018; to the apparent responsive and responsible bidder.

TERMS AND CONDITIONS

1. TAXES

Purchases incurred by the City are exempt from Federal Excise Taxes, Massachusetts Sales Tax, and RFP prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. City of Somerville's Massachusetts Tax Exempt Number is MO46 001 414.

2. FREIGHT ON BOARD (F.O.B)

All prices are to be firm F.O.B.delivered destination (Somerville, MA), to the address specified on the "Notice to Proposers" or any other department location doing business for the City of Somerville in need of such services.

3. UNIT PRICE

In case of error in extension of prices quoted herein, the unit price will govern.

4. PRICE REDUCTION

It is understood and agreed that should any price reductions occur between the opening of this RFP and completion of this delivery. The benefits of all such reductions will be extended.

5. GUARANTEES

The proposer to whom a contract is awarded, guarantees to the City of Somerville all supplies, equipment, related services/maintenance, and labor for a period of at least one (1) year. Upon inspection, any defective or inferior equipment, supplies/materials shall be replaced without additional cost to the City. The contractor will assume any additional cost accrued by the City.

6. INDEMNIFICATION

The vendor agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this agreement and shall indemnify and save the City of Somerville harmless against all loss and expense resulting in any way, from any negligent or willful act or omission on the part of the Vendor, it's agents, employees, or sub-contractors or resulting directly or indirectly from Vendor's performance under this Agreement.

7. INSURANCE

Vendor's liability insurance shall be purchased and maintained by the Vendor to protect him from claims under Worker's Compensation Acts and other employee benefits acts, claims from damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the Vendor's operation under this agreement, whether such operation by himself or anyone employed by them. This insurance shall be written for not less than any limits of law, whichever is the greater and shall include contractual liability applicable to Vendor's obligations. The Vendor shall deposit with the City of Somerville standard certificates of insurance thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement or provision requiring thirty (30) days written notice to the City of Somerville prior to cancellations or material change in coverage, scope, or amount of any such policy or policies. Compliance by Vendor with the insurance requirement, however, shall not relieve Vendor from liability under

the indemnity provisions. Vendor shall require subcontractors to provide and maintain the required insurance at subcontractors' expense. Subcontractors shall list the City of Somerville and Contractor as additional insured where applicable.

8. INDEPENDENT CONTRACTOR

Vendor is not an agent or employee of the City of Somerville and is not authorized to act on behalf of the City of Somerville.

9. COMPLETE AGREEMENT

This agreement supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.

10. ASSIGNMENT

Vendor shall not assign the Agreement, or any interest therein, without prior written consent of the City of Somerville.

11. SUB CONTRACTORS

Vendor shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the City of Somerville.

12. GOVERNING LAW

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

13. ENFORCEABILITY

In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement.

14. CONFLICT OF INTEREST

The Proposer certifies that no official or employee of the City of Somerville has a financial interest in this proposal or in the contract which the proposer offers to execute or in the expected profits to arise there from, unless there has been compliance with provisions of Massachusetts General Laws Chapter 43, sec. 27 (Interest in Public Contract by Public Employees), and Massachusetts General Laws, Chapter 268A, sec. 20 (Conflict of Interest), and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

15. TERMINATION

a. For Cause: The City of Somerville shall have the right to terminate this agreement if (i) Vendor neglects or fails to perform or observe any of these obligations hereunder and a cure is not effected by Vendor within fifteen (15) days next following its receipt of a termination notice issued by the City of Somerville, or (ii) if a judgment or decree is entered against Vendor approving a petition for any arrangement, liquidations, dissolution or similar relief relating to bankruptcy or insolvency and such judgment or decree remains unvacated for thirty (30) days; or (iii) immediately if Vendor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief or debtors shall seek or consent or acquiesce an appointment of any trustee, receiver of liquidation of any of Vendor's property; or (iv) funds are not appropriated or otherwise made

available to support continuation of performance in any fiscal year succeeding the first year of this Agreement. The City of Somerville shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of service provided.

b. Return of Property: Upon termination, Vendor shall immediately return to the City of Somerville, without limitation, all documents, plans, drawings, tools and items of any nature whatsoever, supplied to the Vendor by the City of Somerville or developed by the Vendor in accordance with this Agreement.

16. DISCRIMINATION

It is understood and agreed that it shall be a material breach of any contract resulting from this RFP for the contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religion, creed, national origin, sex, or ancestry.

17. INTERPRETATION OF SPECIFICATION/TERMS.

All interpretations of the RFP and supplemental instructions will be in the form of written addenda to the RFP specifications. Requests for clarification or any questions about information contained in the RFP should be addressed in writing to The Purchasing Director, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143. Questions and answers will be compiled and sent to all proposers who requested a copy of the RFP, before the proposal deadline. No requests or questions will be accepted after **4:30 P.M. Thursday, March 5, 2015.**

18. CANCELLATION OF RFP

To withdraw, cancel or modify a RFP at any time prior to the RFP opening date, a proposer must submit such request in writing to the Purchasing Director. Correction or modifications must be sealed when submitted and must indicate on the outside of the envelope whether the correction or modification pertains to the price proposal or the non-price proposal.

19. SAMPLES

All qualified proposers may be requested to submit samples.

20. FINANCIAL AND OPERATIONAL INFORMATION

By submitting a proposal, the proposer authorized the City of Somerville to contact any and all parties referenced by the proposer regarding financial and operational information.

21. PAYMENT

The City of Somerville shall make no payment for a supply or service rendered prior to the execution of the contract.

22. DOCUMENTATION

Please find attached exhibit copies of contract forms which the successful proposer will be required to sign.

23. EXTENSION OF CONTRACT

The City reserves the right to extend the time of any contract resulting from the bid as needed and/or to increase the value by 25% at the sole discretion of the Purchasing Director.

24. The Proposer's proposal will remain in effect for a period of 90 days from the deadline for submission of proposals or until it is formally withdrawn, a contract is executed or this RFP is canceled, whichever occurs first.
25. The contract will be for a three year period beginning May 1, 2015 and ending on April 30, 2018.
26. The City will have the option to cancel the contract provided that written notice is given 90 days prior to the effective termination date.
27. The Procurement Officer shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year.

CERTIFICATE OF GOOD STANDING

TO: Vendor

FROM: Purchasing Department

RE: **CERTIFICATE OF GOOD STANDING**

The **Awarded Vendor** must comply with our request for a **CURRENT** "Certificate of Good Standing".

If you require information on how to obtain the "Certificate of Good Standing" or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State's Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17th Floor, Boston, MA 02133 or you may access their web site at: www.sec.state.ma.us/corp/certificates/certificate_request.asp

If your company is incorporated outside of Massachusetts and therefore is a "foreign corporation", but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Somerville cannot execute your contract.

IMPORTANT NOTICE

Requests for Certificates of Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary's Office at the address above. Also, at this time, the Secretary of State's Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

Thank You,

Purchasing Director

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 08/01/12



**Certificate of Authority
(Limited Liability Companies Only)**

Instructions: Complete this form and sign and date where indicated below.

1. I, the undersigned, being a member or manager of

(Complete Name of Limited Liability Company)

a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

2. The LLC is organized under the laws of the state of: _____.

3. The LLC is managed by **(check one)** a ☐ Manager or by its ☐ Members.

4. I hereby certify that each of the following individual(s) is:

- a member/manager of the LLC;
- duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
- duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
- that no resolution, vote, or other document or action is necessary to establish such authority.

Name	Title

5. **Signature:** _____

Printed Name: _____

Printed Title: _____

Date: _____

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 08/01/12



**Certificate of Authority
(Corporations Only)**

Instructions: Complete this form and sign and date where indicated below.

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of

(Insert Full Name of Corporation)

2. I hereby certify that the following individual _____
(Insert the Name of Officer who Signed the Contract and Bonds)

is the duly elected _____ of said Corporation.
(Insert the Title of the Officer in Line 2)

3. I hereby certify that on _____
(Insert Date: Must be *on or before* Date Officer Signed Contract/Bonds)

at a duly authorized meeting of the Board of Directors of said corporation, at which a quorum was present, it was voted that

(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)

of this corporation be and hereby is authorized to make, enter into, execute, and deliver contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

4. **ATTEST:**

Signature: _____
(Clerk or Secretary)

AFFIX CORPORATE SEAL HERE

Printed Name: _____

Printed Title: _____

Date: _____
(Date Must Be *on or after* Date Officer Signed Contract/Bonds)

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 08/01/12



Non-Collusion Form and Tax Compliance Certification

Instructions: Complete each part of this two-part form and sign and date where indicated below.

A. NON-COLLUSION FORM

I, the undersigned, hereby certify under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature: _____
(Individual Submitted Bid or Proposal)
Duly Authorized

Name of Business or Entity: _____

Date: _____

B. TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

Signature: _____
(Duly Authorized Representative of Vendor)

Name of Business or Entity: _____

Social Security Number or Federal Tax ID#: _____

Date: _____

CITY OF SOMERVILLE
SIGNATURE FORM

NAME OF COMPANY: _____

ADDRESS: _____

TELEPHONE #: _____ FAX #: _____

DATE: _____ Email: _____

SIGNATURE OF AUTHORIZED CONTRACTING OFFICIAL:

TITLE: _____

RESIDENCE: _____

IF COMPANY IS A PARTNERSHIP:

FULL NAME AND RESIDENCE OF EACH PARTNER:

IF COMPANY IS A CORPORATION:

THE CORPORATE NAME IS: _____

THE CORPORATION IS ORGANIZED UNDER THE LAWS OF: _____

THE PRESIDENT IS: _____

THE TREASURER IS: _____

THE CLERK/SECRETARY IS: _____

NAME OF CORPORATION THAT WILL APPEAR ON A POTENTIAL CONTRACTUAL

AGREEMENT IF DIFFERS FROM ABOVE: _____

NAME AND TITLE OF PERSON WHO WILL BE RESPONSIBLE FOR THE SIGNING OF A

POTENTIAL CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE:

NAME: _____ TITLE: _____

NAME OF CLERK/SECRETARY WHO WILL ALSO BE SIGNING FOR A POTENTIAL

CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE: _____



SOMERVILLE LIVING WAGE ORDINANCE CERTIFICATION FORM
CITY OF SOMERVILLE CODE OF ORDINANCES SECTION 2-397 et seq.

Instructions: This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar threshold: **\$10,000**. If the undersigned is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract. **Complete this form and sign and date where indicated below on page 2.**

Purpose: The purpose of this form is to ensure that such vendors pay a "Living Wage" (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP's, the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

Definition of "Living Wage": For this contract or subcontract, as of 7/1/2014 "Living Wage" shall be deemed to be an hourly wage of no less than **\$12.05** per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

CERTIFICATIONS

1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.
2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.
3. The undersigned shall maintain payrolls for all covered employees and basic records relating hereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the number of hours worked, the gross wages, a copy of the social

* Copies of the Ordinance are available upon request to the Purchasing Department.

Form: _____

CITY OF SOMERVILLE

Rev. 06/10/14

Contract Number: _____

security returns, and evidence of payment thereof and such other data as may be required by the contracting City Department from time to time.

4. The undersigned shall submit payroll records to the City upon request and, if the City receives information of possible noncompliance with the provisions the Somerville Living Wage Ordinance, the undersigned shall permit City representatives to observe work being performed at the work site, to interview employees, and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

5. The undersigned shall not fund wage increases required by the Somerville Living Wage Ordinance by reducing the health insurance benefits of any of its employees.

6. The undersigned agrees that the penalties and relief set forth in the Somerville Living Wage Ordinance shall be in addition to the rights and remedies set forth in the contract and/or subcontract.

CERTIFIED BY:

Signature: _____
(Duly Authorized Representative of Vendor)

Title: _____

Name of Vendor: _____

Date: _____

INSTRUCTIONS: PLEASE POST

**NOTICE TO ALL EMPLOYEES
REGARDING PAYMENT OF LIVING WAGE**

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1999-1), any person or entity who has entered into a contract with the City of Somerville is required to pay its employees who are involved in providing services to the City of Somerville no less than a "Living Wage".

The Living Wage as of 7/1/2014 is \$12.05 per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Purchasing Department directly.

INSURANCE SPECIFICATIONS

INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ 500,000.00

Property Damage Liability.....\$ 500,000.00

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$ Statutory

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:
"CITY OF SOMERVILLE" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.
4. Please comply with our requirement of a **thirty (30) day** notice of cancellation and note on certificate.

Certificate Should Be Made Out To:

City Of Somerville
Purchasing Department
93 Highland Avenue
Somerville, Ma. 02143

Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DESCRIPTION OF PROJECT, SOLICITATION NUMBER AND THAT THE CITY OF SOMERVILLE IS A CERTIFICATE HOLDER AND ADDITIONAL INSURED

CERTIFICATE HOLDER

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF SOMERVILLE
PURCHASING DEPARTMENT
93 HIGHLAND AVE
SOMERVILLE, MA 02143

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CITY OF SOMERVILLE, MASSACHUSETTS

JOSEPH A. CURTATONE
MAYOR

Vendor Certification

The vendor certifies that it has provided the City of Somerville with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.

TIN

Signature

Printed Name of Person signing

Company

Date



Somerville City Hall • 93 Highland Avenue • Somerville, Massachusetts 02143
(617) 625-6600, Ext. 3400 • TTY: (617) 666-0001 • Fax: (617) 625-1344
www.somervillema.gov



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.